

West Delaware Co. CSD

West Delaware EA

7/1/2005 6/30/2007

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**2005-2007**

# **Master Contract**

Between

West Delaware County Community School District

And

West Delaware Education Association

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## **ARTICLE I RECOGNITION**

### **SECTION A - RECOGNITION**

1. The Board hereby recognizes the West Delaware Educational Association, an affiliate of the Iowa State Education Association and the National Education Association, as the certified exclusive and sole bargaining representation for all personnel as set forth in the Public Employment Relations Board Certification Instrument (Case No. 106) issued by the PERB on the 30th day of June, 1975, and amended by the PERB on July 22, 1982.
2. The unit described in the above certification includes all classroom teachers, including teachers of basic curriculum courses, fine arts courses, remedial courses, special education courses, vocational courses, all guidance counselors, librarians, school nurses, talented and gifted coordinator, at-risk teachers, computer teacher/coordinator, and excludes all principals, vice-principals, all non-professional employees and all other employees prohibited by law.

### **SECTION B - DEFINITIONS**

1. The term "Board", as used in this contract, shall mean the Board of Education of the West Delaware County Community School District or its designee.
2. The term "Employee", as used in this contract, shall mean all professional employees, represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term "Association", as used in this contract, shall mean the West Delaware Education Association.

### **SECTION C - NEW POSITIONS**

Whenever establishing and filling a new classification within the certified positions, the Board shall provide a job description of the position to the Association. The superintendent shall schedule a meeting with the president of the Association to discuss unit coverage determination procedures, and the appropriate forms will be completed and submitted to the PERB for final determination.

## **ARTICLE II IMPASSE PROCEDURE**

Impasse procedures will be governed by Chapter 20 of the Code of Iowa except the parties agree to use the mediation services of the Federal Mediation and Conciliation service if available and a single arbitrator. The parties may by mutual agreement extend deadlines. Any disputes involving impasse shall be resolved according to Chapter 20 of the Code of Iowa rather than the Grievance Procedure Article III of the Agreement.

## **ARTICLE III GRIEVANCE PROCEDURE**

### **SECTION A - DEFINITIONS**

1. Grievance: A "grievance" is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation or misapplication of any provision of this contract.
2. Aggrieved Person: An "aggrieved person" is the person or persons or the Association, making the complaint.
3. A "party in interest" is the person or persons making the complaint and if action is taken by or against them, the Association or the Board.
4. Working Days: Administrative workdays of the administrator involved.

### **SECTION B - PURPOSE**

The purpose of this procedure is to secure at the lowest possible administrative or policy level proper and equitable solutions to grievances.

### **SECTION C - PROCEDURE**

1. The number of days indicated at each level are maximums since grievances should be processed rapidly and every effort should be made to expedite the process. However, the time limits may be extended by mutual agreement of the parties.
2. A grievance once begun will be finished through all 4 levels and not carried over to the following year unless withdrawn at a given level.
3. There are four levels at which a grievance may be resolved:
  - a. Level One  
An employee with a possible grievance shall discuss the incident with his/her principal or immediate supervisor within five (5) working days of the incident. If the employee intends to grieve the incident discussed, he/she shall notify the supervisor of his/her intentions within five (5) working days of the initial discussion.
  - b. Level Two  
If the aggrieved person is not satisfied with the disposition made at Level One, or if no disposition is made within five (5) working days after the discussion, he/she may file the

grievance in writing within five (5) working days of the disposition or expiration of the disposition time, using the form (see Appendix C - Grievance Form) provided by the Board, with his/her immediate supervisor and send a copy to the Association. The immediate supervisor shall, within five (5) working days after receiving the written grievance, give the aggrieved person his/her written answer with a copy for the Association.

c. Level Three

- i. If the aggrieved person is not satisfied with the disposition as evidenced by the written answer he/she may appeal such disposition to the superintendent of schools within ten (10) working days. Such appeal must be in writing with a copy provided for the Association.
- ii. The superintendent shall meet with the aggrieved person and the Association on the grievance in closed session within ten (10) working days after the written grievance is filed. Disposition of the grievance shall be made in writing by the superintendent no later than five (5) working days after the above mentioned meeting. A copy of such disposition shall be furnished to the Association.
- iii. In the event of extenuating circumstances such as illness, accident, or unavoidable absence, these time lines will be waived for the duration of the absence or until such time as the Board and/or the aggrieved person can appoint a designee to continue the grievance. The grievance process will resume within five (5) working days of such extenuating circumstances.

d. Level Four

- i. If the aggrieved person and/or the Association are not satisfied with the disposition of the grievance by the superintendent, the aggrieved person and the Association shall meet to discuss the merits of submitting the grievance to arbitration.
- ii. If the aggrieved person and/or the Association determine that the grievance is meritorious, they may submit the grievance to arbitration by invoking the procedures to arbitration as outlined below:
- iii. If the aggrieved person and/or the Association requests arbitration, which shall be binding, the request shall be in writing and a copy of the request shall be filed with the secretary of the Board. Such request shall be filed within fifteen (15) working days of the disposition of the grievance at Level Three.
- iv. The parties shall attempt to agree upon a single arbitrator. If agreement on the arbitrator is not reached within fifteen (15) working days after the call for binding arbitration, either party may request a list of five (5) arbitrators from the PERB. The parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within ten (10) working days, and the other party shall have one (1) additional day to remove one of the remaining names, and so on until only one name remains. The persons whose name remains shall be the arbitrator.
- v. The Board and Association shall submit to the arbitrator within five (5) working days of notification by the arbitrator their positions on the aggrieved item.

- vi. From the time of appointment until such time as the arbitrator makes final determination, there shall be no discussion by the arbitrator concerning recommendations for settlement of the dispute with any parties other than those who are direct parties to the dispute.
- vii. The arbitrator may hold formal or informal hearings, examine witnesses and documents, take testimony and receive evidence, require the attendance of witnesses, and the production of records to assist in making a decision or settlement.
- viii. The arbitrator shall within fifteen (15) working days of the close of hearings select the most reasonable position in his/her judgment. The arbitrator shall give a written explanation of his/her decision and shall so inform both the Board and the Association.
- ix. An arbitrator's decision on a grievance may not change or amend the term, condition, or applications of the collective bargaining agreement.
- x. Expenses for the arbitrator shall be borne equally by the parties to the arbitration.

#### **SECTION D - RIGHTS OF EMPLOYEES TO REPRESENTATION**

Any aggrieved person may be represented at Levels Two through Four of the grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the Association. A representative of the Association shall have the right to be present at Level Two through Four as a party of interest in all grievance procedures and shall have the right to grieve any adjustment of the employee's complaint if such adjustment is inconsistent or contrary to the provisions of this contract.

#### **SECTION E - MISCELLANEOUS**

- 1. If, in the judgment of the Association, a grievance affects a group or class of employees the Association may submit such grievance in writing to the superintendent directly and process the grievance through all levels of the grievance procedure.
- 2. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- 3. All meetings during Level One under this procedure shall be conducted in private during the school day at a mutually agreed time.

## **ARTICLE IV EMPLOYEE WORK YEAR**

### **SECTION A - REGULAR CONTRACTS**

The in-school year for employees contracted on a nine (9) month basis shall not exceed one hundred ninety-five (195) days. New employees may be required to attend two (2) additional days for orientation.

### **SECTION B - EXTENDED CONTRACTS**

1. Nine and one-half (9 1/2) month contracts: The in-school year for employees contracted on a nine and one-half (9 1/2) month basis shall not exceed two hundred five (205) days.
2. Ten (10) month contracts: The in-school year for employees contracted on a ten (10) month basis shall not exceed two hundred fifteen (215) days.
3. Twelve (12) month contracts: The in-school year for employees contracted on a twelve (12) month basis shall receive compensation computed by taking 4/3 times of the salary he/she is entitled to on the salary schedule. In addition, he/she shall be granted ten (10) working days paid vacation, in addition to holidays specified in the master contract.

### **SECTION C - PART-TIME CONTRACTS**

The in-school year for employees contracted on a part-time basis of any of the contracts referred to in Article IV, Section A and B shall be proportionate to the number of in-school days of that full-time contract.

### **SECTION D - IN-SCHOOL YEAR DEFINITION**

The in-school year shall include days of pupil attendance, staff orientation, and other days when employee attendance is required.

### **SECTION E - EMERGENCY CLOSING**

Employee attendance shall not be required whenever student attendance is not required due to inclement weather. The employees have a contractual obligation to make up the days missed as directed by the Board. If the Board decides not to require employee attendance in making up the contractual days missed, the employee shall suffer no loss of compensation.

When a non-weather related closing is not district wide, the employees of the affected attendance center may be required to attend even though students are not in attendance.

### **SECTION F - HOLIDAYS**

Regular and extended contracts shall include six (6) paid holidays: Labor Day, Thanksgiving, Christmas, New Year's Day, Good Friday, and Memorial Day. Twelve (12) month contracts include 4th of July holiday. No employee shall be required to perform duties on any of the above holidays.



## **SECTION G - LENGTH OF DAY**

1. Duties and responsibilities of certified staff under this contract are not readily dischargeable or translatable into fixed hours and minutes of the day. All parties to this agreement recognize and expect that in addition to the regular business school hours during which staff attendance is required, certified staff on their own and without supervision must dedicate additional time or times to their classes and individual students as from time to time may be necessary.
2. In order that there be no misunderstanding concerning the normal workday, certified staff hours will be no more than eight hours commencing no earlier than 7:00 AM and ending no later than 4:30 PM, and shall include a duty-free lunch period of at least twenty-five (25) consecutive minutes. Each division administrator will set beginning and ending hours for employees. Hours may vary within the parameters above if the employee is assigned to teach a class that begins or ends outside of the traditional students' day. Staff whose day begins earlier than others would be expected to attend meetings called at the end of the day or under other provisions of this contract. A scheduled vacation period is defined as a vacation period listed on the official school calendar approved by the Board of Education.
3. On Fridays and the day preceding a scheduled vacation period, the staff may leave thirty (30) minutes ahead of the regular scheduled time. If the students are dismissed earlier than the regular time on the day preceding a scheduled vacation, the staff may leave thirty (30) minutes after the students in their center are dismissed.
4. Classroom teachers in grades K-6 shall have designated preparation time totaling at least one hundred fifty (150) minutes for each five (5) working days. Such time shall be within the student day and in addition to duty-free lunch period.
5. Classroom teachers in grades 7-12 shall have a minimum of one (1) regular assigned class period each day which may be used for preparation time. Employees may be regularly assigned in lieu of such preparation time as provided in Article IX, Section I.
6. The principal or his/her representative reserves the right to assign either elementary or secondary school employees to cover classes or other duties during preparation time if the need arises as per present practice.

## **SECTION H - INSERVICE MEETINGS**

The principal or superintendent may call inservice meetings as he/she deems necessary, giving 24 hours advance notice. The nature of these sessions may last beyond the normal departure time for staff. Total accumulated time, beyond the regular staff departure time, shall not exceed 18 hours per school year. These sessions may be called after school and/or on occasion during the evening hours to allow for open house. Parent teacher conferences throughout the year will be credited as two contract days.

## **SECTION I - SELF-PROTECTION**

An employee may, within the scope of his/her employment, and pursuant to Board policies, administrative regulations, and directives, using no more force than is reasonable and necessary, take appropriate action in self defense and to protect students who are under the care or supervision of school authorities and/or other persons employed by the Board and/or Board

property. This paragraph shall not be construed as to condone any action which is in any respect not lawful.

## **ARTICLE V**

### **EVALUATION PROCEDURES FOR EMPLOYEES**

#### **SECTION A**

For purposes of evaluation, employees will be divided into one of the following three groups:

##### **Beginning Teacher -**

An individual serving under an initial license issued by the Board of Educational Examiners will be considered a Beginning Teacher. Beginning Teachers will be evaluated using the Eight Iowa Teaching Standards included in Section 284.3 of the Code of Iowa and the criteria established by the Iowa Department of Education as well as the Evaluation Instrument provided by the Department of Education. A beginning teacher may not grieve evaluations. The evaluation of Beginning Teachers will be ongoing, with a minimum of two formal conferences per year.

##### **Teacher -**

An individual who holds a valid practitioner's license will be considered a Teacher. Teachers will be evaluated using the eight Iowa Teaching Standards, the Department of Education Criteria for the Standards, and any other standards or criteria established by the District. A Career Development Plan based on the Iowa Teaching Standards, the individual needs of the Teacher, and the School Improvement Plan is a requirement of each Teacher. The Career Development Plan shall meet the Iowa Department of Education Professional Development Standards. Teachers will be formally evaluated at least once every three years with an annual review of the Career Development Plan.

##### **Intensive Assistance -**

Intensive Assistance status is activated when an administrator determines at any time that a Teacher is not meeting:

- District Expectations under the first seven Iowa Teaching Standards specified in Section 284.3, Subsection 1, Paragraphs "a" through "g."
- District Expectations for any of the 42 Department of Education Criteria for the Iowa Teaching Standards listed above
- Any other standard or criterion established by the District

Intensive assistance means the provision of organizational support and technical assistance to Teachers, other than Beginning Teachers, for the remediation of identified teaching and classroom management concerns for a period not to exceed twelve months. Intensive Assistance is not required for a Teacher that is not meeting the Eighth Teaching Standard specified in Section 284.3, Subsection 1, Paragraph "h" or its related Criteria.

## **SECTION B – INTENSIVE ASSISTANCE PLAN**

Intensive assistance means the provision of organizational support and technical assistance to Teachers, other than Beginning Teachers, for the remediation of identified teaching and classroom management concerns for a period not to exceed twelve months. Intensive Assistance is not required for a Teacher that is not meeting the Teaching Standard Eight (Section 284.3, Subsection 1, Paragraph “h”) or its related Criteria.

The purpose of the Intensive Assistance Plan is to provide organizational support and assistance to career level teachers who are not meeting the Iowa Teaching Standards. The specific plan provides a structured and intensive mode of supervision for the staff member who is not consistently meeting one or more of the Iowa Teaching Standards One through Seven (Section 284.3, Subsection 1, Paragraphs “a” through “g”).

The decision regarding implementation could be collaborative, but may be directed by the evaluator. The process may begin at any time. The plan may establish timelines, but the plan may not last more than twelve months. The plan is intended to provide the highest likelihood for professional improvement. Because of the personal nature of the plan, confidentiality is expected of all participants.

The decision to place the teacher on an Intensive Assistance Plan will be communicated in a conference and also documented in writing. The written notice shall include a statement of problem(s) related to one or more of the first seven Iowa Teaching Standards. A copy of the written notice will be forwarded to the Superintendent’s office to be placed in the teacher’s personnel file. At the time of the initial conference, the evaluator and the teacher may begin developing a plan, or they may set a mutually agreeable time to meet to develop the plan, which will be developed within 30 days. At the initial conference, the staff member will be reminded of his or her right to request assistance from the WDEA.

The developed plan will include specific growth-promoting goals that are measurable and a timeline for completion. In addition the plan will include strategies to be applied in achieving the goals, intended timelines, and specific criteria for evaluating the successful completion of the plan. Other staff may be invited to play a role in the plan; in fact, an Intensive Assistance Team may be developed. The summative evaluation of the teacher in the Intensive Assistance plan shall be completed by the designated evaluator unless that evaluator is no longer serving as the teacher’s supervisor.

At the end of the designated timeframe, one of three recommendations will be made by the administrator in the summative evaluation:

- The problem is resolved; the staff member is removed from the Assistance Plan.
- Significant progress is documented. The timeline is extended, but may not exceed twelve months total time under Intensive Assistance.
- The problem is not resolved; significant progress is not documented. Actions are then taken by the District toward a recommendation of non-renewal of contract.

## **SECTION C**

Within six (6) weeks after the beginning of the school year employees shall be acquainted by the superintendent or designee with the evaluation procedures to be observed.

#### **SECTION D**

Observations of the work performance of an employee shall be conducted openly for the purpose of improving the educational program. Observation of classroom instruction by employees, for performance evaluations, will not take place during the last eight days of student attendance.

#### **SECTION E**

The evaluator shall have a meeting with the employee within ten (10) working days following any formal classroom evaluation to review the evaluation material. The employee shall sign his/her name attesting to the fact that he/she has read the material and has discussed it with the evaluator prior to entering it into the employee's record.

#### **SECTION F**

This article deals with but a single method of employee evaluation, i.e., formal evaluation of classroom teaching performance. Informal evaluations, day-to-day observations, and observations of co-curricular assignments of an employee may become a part of the evaluation record. If it is the intention of the evaluator to use an informal evaluation as a part of the summative review, it shall be discussed by the evaluator and the employee within ten (10) working days of the observation.

#### **SECTION G**

- a. The employee shall have the right to grieve an evaluation on the grounds that it is arbitrary or capricious. Timelines shall be the same as listed in Article III Grievances.
- b. The employee shall have the right to submit a written statement regarding any evaluation to be placed in his/her personnel file. Any written statement by the employee shall be delivered to the supervisor within ten (10) working days of the evaluation conference and shall be attached to the specific evaluation.
- c. A probationary employee (Iowa Code Section 279.19) may not grieve evaluations during the probationary period.

#### **SECTION H**

The employee will be given a copy of any information entered into the superintendent's evaluation file for the employee.

**ARTICLE VI**  
**TRANSFER, PROMOTION, AND REALIGNMENT**

**SECTION A - CONTRACT LANGUAGE**

1. A transfer is defined as:
  - a. In grades Pre-K - 6: a change from one building or changed grade to another.
  - b. In grades 7-12: a change from one building to another or from one subject area to another, e.g., from English to math.

**SECTION B - NOTICE OF VACANCIES**

Employees who wish to be notified of positions in which a vacancy may occur during the summer may file in writing, by the last contracted day, a list of job categories for which they wish to be notified. The employee shall furnish a mailing address indicated where they may be contacted should any of the positions become vacant. The employee may be asked to reimburse the school district for cost of postage. A letter of notification of the position opening will be sent to employees who have filed a request for this notification.

**SECTION C - VOLUNTARY TRANSFER**

In the event of a vacancy, application shall be made to the superintendent within ten (10) working days of the posting of said vacancy. Such statement to include the grade and/or subject, and the school or schools to which the employee desires to be transferred, in order of preference. Applications will be considered should such vacancy occur, either during the school year or during the summer. Written principal evaluations, certification, and academic preparations will be considered in filling the vacancy.

**SECTION D - INVOLUNTARY TRANSFER**

1. Involuntary transfers will not be made capriciously; however, the parties recognize that in order to meet the staffing needs of the district, it may be necessary to transfer an employee involuntarily.
2. Notice of such involuntary transfer shall be given in writing to the employee as soon as practical, and no later than five (5) working days after said transfer decision is made.
3. An employee shall not be reduced on salary schedule placement as a result of an involuntary transfer.

**SECTION E - PROMOTION**

1. Promotion is the movement of a member of the bargaining unit to a supervisory position. The Superintendent will consider all qualified applicants from within or without the district before making a recommendation to the Board.
2. No employee shall be involuntarily transferred to an administrative or supervisory position.

## **SECTION F - REALIGNMENT**

In order to maintain an excellent educational opportunity for the children of the district, administration retains the right to reassign employees within a department or organizational level of instruction following staff reduction or transfer.

## **ARTICLE VII REDUCTION AND RECALL OF EMPLOYEES**

### **SECTION A - REDUCTION**

1. When one or more employees are to be terminated because of necessity to reduce staff, the Board will adhere to the following procedures:
  - a. Staff reduction shall be accomplished in adherence to the timelines established in the Code of Iowa.
  - b. Termination will be considered on a district-wide basis within these categories: Pre-K - 6 and 7 - 12.
  - c. Employees on probation (first and second year teachers or those placed on probation by evaluation) shall be terminated first without right of recall.
  - d. Employees who have emergency or temporary certification will be terminated second without right of recall.
  - e. Employees who are fully certified in the subject area, if applicable, or grade levels will be terminated third using the following procedures:
    - i. Employees with the lowest level of performance as determined by evaluation procedures may be terminated first.
    - ii. Employees with the least seniority credits shall be terminated next.

### **SECTION B - RECALL**

1. Any employee except those specified in Section A, C and D, of this Article whose employment is terminated under the provisions of Section A of this Article shall be granted recall rights subject to the following provisions:
  - a. If there is a vacancy in a negotiation unit position, terminated employees who are certified and qualified to perform the work in question will be recalled using the procedure of Section A in reverse order, to determine who shall be recalled first, second, third, etc.
  - b. It shall be the responsibility of the Board to notify former employees when a vacancy occurs for which he/she is eligible for recall. This notification shall be by registered letter sent to the last known address of the former employee.
  - c. If the former employee fails to respond in writing within ten (10) days of the receipt of the notification of recall he/she will be deemed to have refused the position offered.

- d. A former employee eligible for recall who refuses such offer shall be deemed to forfeit his/her rights for future recall.
- e. A former employee re-employed by recall shall be entitled to placement on the salary schedule and credited with previously accumulated seniority, interrupted only by the period of unemployment.
- f. A former employee shall be granted recall rights for no longer than two (2) years after the effective date of his/her termination.

#### **SECTION C - SENIORITY**

1. Seniority shall be defined as the length of current consecutive employment in the West Delaware County Community School District and shall be computed from the date the employee begins his/her employment for the academic year. All employees in the bargaining unit as of January 1, 1981 shall be credited with seniority equal to the salary schedule step on which they are placed as of that date. Seniority accumulation will then continue to accrue as provided in this Article. Employees new to the bargaining unit beginning with the 1981/82 contract year will not be credited with seniority accumulation for prior teaching experience except as provided in paragraph 2 of this section.
2. Employees who work less than full time shall receive pro-rated seniority accumulation. If two (2) or more employees have the same accumulated seniority the relative order of seniority among them for the purpose of this agreement shall be determined by adding previous teaching experience to the accumulated seniority. If two (2) or more employees are still equal, the party having the earliest date of original contract acceptance shall be retained.
3. Leaves of absence, both paid and unpaid, will not break the continuity of employment. However, extended leaves of absence as provided in Article VIII shall not be counted in seniority accumulation.
4. A bargaining unit employee who accepts a supervisory or administrative position within the district and subsequently requests and is granted a transfer to a bargaining unit position shall retain all seniority gained during employment within the bargaining unit. Years of service as an administrator or supervisor will not count toward seniority.

**ARTICLE VIII**  
**LEAVE OF ABSENCE OF EMPLOYEES**

**SECTION A - SICK LEAVE**

1. Accumulative benefits:

- a. All certified employees are allowed a sick leave as specified below:

10 days .....	First Year
11 days .....	Second Year
12 days .....	Third Year
13 days .....	Fourth Year
14 days .....	Fifth Year
15 days .....	Sixth year and all subsequent years

- b. The term of the school year is from July 1 to June 30 inclusive.
- c. If an employee is unable to begin service under his/her contract because of personal illness or injury on the date on which the contract is designated to begin, he/she shall nevertheless be entitled to draw compensation for any unused sick leave he/she has accumulated from prior years or the current year of service with the district, pursuant to its regulations thereto, payable at the time regular installments are due under this contract, notwithstanding the fact that he/she did not commence actual service under this contract for the year covered therein.
- d. Unused sick leave days shall be accumulated from year to year with the total number of days that may be accumulated, one hundred twenty (120) days. If an employee's absence for illness or injury in any one year exceeds the number of sick leave days allowed for that year, the employee's accumulated sick leave days will be used.
- e. The Board may require the employee to furnish a doctor's statement to substantiate illness or disability for which sick leave benefits are requested.
- f. Employees on an extended contract or engaged in teaching summer school shall be entitled to two (2) additional sick leave days for each month of twenty (20) working days beyond the normal contract.
- g. Sick leave may not be used for elective or cosmetic surgery.
- h. Three days of absence per year will be allowed and charged to sick leave without loss of pay for use of family illness. Family means: spouse, child, step-child, or parent. Employees with a minor child in residence or a child still in high school if older than 18 will be allowed to use four sick leave days as family illness per year.

2. Notification of accumulation:

- a. The employee shall sign an office copy of the accumulated leave each year to verify its accuracy.



## **SECTION B - TEMPORARY LEAVE OF ABSENCE**

### **1. Paid Leave:**

- a. All employees are entitled to the following, non-accumulative leave of absence with full pay each school year. These leaves are in addition to any sick leave to which the employees are entitled.

#### **i. Critical Illness or Death in Family**

- (a) Critical illness is defined by "the placement by a physician on the hospital's most serious classification of illness as defined by the hospital's medical staff" or those situations where the Superintendent or designee, in the exercise of his sole, non-grievable, discretion determines that a life threatening or otherwise critical medical situation exists of such a nature that the immediate presence of the employee is warranted. The district may require a physician signed verification form or such other reasonable verification of the necessity for such leave as the Superintendent or designee may require.

Employees may be granted a leave of absence for up to five (5) days without loss of pay for critical illness or death of an employee's spouse, child, step-child, parent, step-parent, or guardian; and up to three (3) days without loss of pay for critical illness or death of an employee's father-in-law, mother-in-law, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild or any other person who has been a member of the employee's household for five (5) years or more immediately prior to his/her death.

- (b) These are the total number of days allowed for any one family member in a contract year. An employee may receive these days for each family member falling under this provision.

#### **ii. Funeral:**

In case of death of any other relative or person of close personal relationship, up to one day of absence shall be allowed without loss of pay for attendance at the funeral. All such absences must be requested in advance from the principal. The superintendent shall have the power to extend the above provisions in any specified instance. The granting or denial of an extension is not grievable.

#### **iii. Personal:**

- (a) All employees shall be credited with two days of personal leave at the beginning of the contract year. The employee may elect to receive substitute teacher pay in lieu of the second day. The employee shall notify his/her supervisor of his/her intention to take leave at least twenty-four (24) hours in advance. Emergency situations will not require advance notice. One day of personal leave may be accumulated and carried forward to the next school year for a total of three personal days that year. No more than two personal days may be used consecutively.
- (b) Personal leave shall not be used on any school day immediately before or after a holiday or vacation period. No more than three (3) employees at high school, middle school, and Lambert and no more than one (1) employee at the Kindergarten shall be on personal leave at any one time. The number of days allotted will be determined by which building a teacher's school day begins.

- (c) No personal leave days shall be taken the first three weeks or the last three weeks of school.
- (d) If personal leave is not used or paid during the contract year it may be carried forward to the following year to be used specifically for family illness, funeral, or sick leave. These days, taken in no less than 1/2 day increments, are in addition to regular personal leaves for the current year and may accumulate to a maximum of 4 days to be used only for the specific purposes designated above.
- (e) Exceptions may be granted to any of the above restrictions by the Superintendent for good cause shown. The granting or denial of an exception is not grievable.

iv. Jury Duty and Legal:

An employee, who is called for jury service or for a court appearance under subpoena, shall be excused from work on the days on which he/she serves or is required to appear, and he/she shall receive, for each day of jury service or subpoenaed appearance, a full basic work-day's pay less any amounts received by the employee from other sources for such absence, provided the employee furnishes satisfactory evidence that jury duty was performed on the days for which he/she claims payment. Cases involving an employee's personal matters, and which are not school related, shall be excluded. Employees shall promptly return to the district after being excused from jury duty.

v. Professional:

Attendance at professional meetings or visiting other schools is permitted at full pay, if such absence is approved by the employee's supervisor. If any employee wishes to be absent from duty for a brief period to attend a professional meeting, or to visit schools, a written request for approval of such absence should be signed by the principal and filed with the superintendent at least five (5) days prior to the first day of anticipated absence.

vi. Assault:

When absence arises because of assault resulting in injury to the employee while in the performance of his/her assigned duties, the employee shall be entitled to full salary and other benefits for the period of such absence and shall not forfeit any sick leave or personal leave.

vii. Good Cause:

Whenever the leave that is available to an employee under this Article is exhausted or where a situation is not covered by a provision of this Article, the Superintendent or designee may grant leave with pay, without pay, or with the employee reimbursing the District for the cost of a substitute, for good cause shown. The granting or denial of this leave is not grievable.

viii. Paternity:

Upon his request, a father shall be granted two (2) days of leave to be taken within five (5) days of the birth of a child.

ix. Association:

The Association will be granted six (6) days to attend the Iowa State Education Association Delegate Assembly. The Association shall reimburse the Board the cost of the substitute or substitutes.

2. Unpaid Leave:

a. Short Term:

An employee may be granted a nonpaid leave of absence of up to five (5) school days duration. Requests for short-term leave shall be made to the superintendent, and denial of such leave shall not be grievable.

b. Family and Medical Leave:

Employees of the district are entitled to leave to the same extent and subject to the same terms and conditions as set fourth in the Family and Medical Leave Act of 1993 and the regulations implementing the Act. No provision of the Act is diminished by the inclusion of this provision in this contract nor are the pre-existing family, or medical, or any other leave provisions of this contract diminished by the inclusion of this provision in this contract.

3. Leave Pool:

See attached letter of understanding appended hereto to the end of the contract.

**SECTION C - EXTENDED LEAVE OF ABSENCE**

1. Public Office:

- a. Employees wishing to seek, serve or hold public office (local, state or national) that might interfere with regular assigned duties may request leave of absence without pay from the Board of Education through the office of the superintendent of schools. Absence for such leaves shall be deductible at the per diem rate of the contract.
- b. The leave of absence shall be requested on the basis of time needed by the employee. Requests should be submitted well in advance of the anticipated leave with a minimum of sixty (60) days being necessary to provide adequate planning of the educational program.
- c. Leaves granted by the Board shall not interrupt the placement of the employee on the salary schedule and/or other fringe benefits to which the employee is entitled, provided the employee has taught one hundred and twenty (120) days of the school year.
- d. Public office leave is not renewable beyond one term of office.

2. Sabbatical:

- a. The Board may grant a leave of absence for professional studies for a period of one (1) year to any fully certified employee after the satisfactory completion of six (6) years of service for the West Delaware County Community School District.
- b. No salary may be received during the year of leave; however, the fringe benefits of health insurance, life insurance, and disability insurance may be continued at the employee's expense to the extent permitted by the insurance carriers involved. The period of leave must be for a corresponding contract year, i.e., school year.

- c. Requests for leave must be in writing and be made to the superintendent of schools on or before February 1. After that date and before March 1, the request will be acted upon by the board. No more than two (2) employees may be on leave for any particular year.
- d. Upon return from sabbatical leave, an employee may be placed on the salary schedule and maintain the same benefits as he/she would have accrued had he/she taught in the system during such period.
- e. The above leave may only be used once while employed by the West Delaware County Community School District.

3. Health:

An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability for the remainder of the current school year or as allowed under the FMLA, whichever is greater. The fringe benefits of health insurance, life insurance, and disability insurance may be continued at the employee's expense to the extent permitted by the insurance carriers involved.

4. Other Activities:

A leave of absence without pay of up to one (1) year may be granted to employees for the purpose of working in an activity or business reasonably related to professional responsibilities. The employee shall retain experience credit on the salary schedule held previous to the leave and other benefits accrued prior to the leave. Credit for advancement on the schedule may be earned during this leave. Insurance may be continued at the employee's expense to the extent permitted by the insurance carriers involved. The Board may limit the number of employees on leave at any one time and the leave is subject to the Board finding a suitable replacement teacher.

**ARTICLE IX  
WAGES AND SALARIES**

**SECTION A - SALARY SCHEDULE**

The salary of each employee covered by the regular salary schedule is set forth in Appendix A, which is attached hereto and made a part thereof. The 2005/2006 base will be \$23,710.00.

**SECTION B - PLACEMENT ON SALARY SCHEDULE**

1. Each employee shall be placed on their proper step on the salary schedule as of the effective date of this contract.
2. Any employee hired prior to the beginning of the second nine (9) weeks of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year provided they have taught at least one hundred twenty (120) days in the contract year. If any employee has two (2) part years of at least ninety (90) days each, they will be given credit for one (1) year.

**SECTION C - INCREMENTS**

Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of satisfactory service until the maximum for their educational classification is reached.

**SECTION D - CREDIT FOR EXPERIENCE**

1. Credit up to Step 9 of any salary lane on the salary schedule shall be given, upon initial employment, for previous teaching experience in a duly accredited school. The Board retains the right to advance a new employee beyond this in order to obtain the services of a highly qualified and exceptional employee.
2. Notwithstanding the other provisions of this Article, the district may:
  - a. Establish a district minimum salary for all 1.0 FTE positions that is in excess of the state minimum salary and provide for annual increases to employees receiving the district minimum until the affected employees regular salary schedule placement is a larger amount. If there are current employees receiving less than the district minimum salary, these employees shall be increased to the district minimum.
  - b. Hire difficult to fill positions above the normal salary schedule step placement and provide for annual increases to employees hired in this manner until the affected employees regular salary schedule placement is a larger amount. If there are current employees in the same classification receiving less, then these employees shall be increased to the same level as the newly hired employee.
  - c. The additional funds expended by the district under A and B above shall not be included in determining Phase II allocations. Normal salary schedule placement amounts will be utilized in the calculations of Phase II allocations.
  - d. Normal salary schedule placement amounts will be utilized in the calculations of Schedule B allocations.
  - e. The funds expended by the district in excess of those provided by the regular salary schedule placement will not be costed as a part of negotiated settlements.

## **SECTION E - HORIZONTAL MOVEMENT ON SALARY SCHEDULE**

1. Horizontal movement on the salary schedule will be according to the following:
  - a. Bachelor's degree plus twelve (12) semester hours shall be interpreted to mean that the employee has earned twelve semester hours of graduate credit in or directly related to the field of education following the conferment of his/her bachelor's degree.
  - b. Bachelor's degree plus twenty-four (24) semester hours shall be interpreted to mean that the employee has earned twenty-four semester hours of graduate credit in or directly related to the field of education following the conferment of his/her bachelor's degree.
  - c. Bachelor's degree plus thirty-six (36)/master's degree shall be interpreted to mean that the employee has earned thirty-six semester hours of graduate credit in or directly related to the field of education following the conferment of his/her bachelor's degree, or earned a master's degree from an accredited college or university in or directly related to the field of education.
  - d. Master's degree plus fifteen (15) semester hours shall be interpreted to mean that the employee has earned fifteen semester hours of graduate credit in or directly related to the field of education following the conferment of his/her master's degree.
  - e. Master's degree plus thirty (30)/specialist's degree shall be interpreted to mean that the employee has earned thirty semester hours of graduate credit in or directly related to the field of education following the conferment of his/her master's degree, or has earned a specialist's degree in or directly related to the field of education.
  - f. Master's degree plus forty-five (45)/specialist's degree plus fifteen (15) shall be interpreted to mean that the employee has earned forty-five semester hours of graduate credit in or directly related to the field of education following the conferment of his/her master's degree or has earned fifteen semester hours of graduate credit in or directly related to the field of education following the conferment of the specialist's degree.
  - g. Educational specialist degree shall be interpreted to mean that the employee has had the educational specialist degree conferred upon him/her by an accredited college or university.
2. Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane.
3. Employees who wish to move horizontally must file a letter of intent with the district office by January 31st of the preceding school year and file a transcript by September 15. Only employees filing the letter and the transcript may advance horizontally.
4. When an employee takes and successfully completes college course work at the specific request of the District, the District, upon request, will reimburse the employee for the tuition cost of said course work (at actual cost not to exceed current graduate tuition at the University of Northern Iowa) if the hours earned do not otherwise result in the employee attaining a horizontal step movement. The hours earned will count towards horizontal step movement whether or not the employee has requested reimbursement under this paragraph. This provision does not apply to employees who are required to complete course work as a condition of their initial hiring.

## **SECTION F - PAYROLL PROCEDURES**

### **1. Pay Date:**

Employees shall be paid monthly on the twenty-fourth (24) day of each month unless such day falls within a weekend or holiday period. In such cases, employees will be paid on the last school day prior to the beginning of the weekend or holiday period. Circumstances beyond the control of the employer will be allowed to alter the above date. The Board will prepay the July and August checks in June.

### **2. Per Diem:**

For the purpose of salary computation, the per diem salary of an employee working under a regular nine (9) month contract shall be equal to the nine month salary divided by the length of the individual contract.

### **3. Extended Contracts:**

Employees with extended contracts shall have their salaries computed as follows: regular nine (9) month contract salary, plus the per diem salary for that figure multiplied by the number of days their contract is extended beyond the nine month contract.

## **SECTION G - TRAVEL EXPENSES OF EMPLOYEES**

1. The Board shall reimburse the maximum rate allowable by the IRS on July 1 of each contract year for mileage incurred in the use of personal vehicles for approved field trips or other approved business of the district. The rate shall remain the same for the entire fiscal year.
2. The Board shall reimburse employees for meals and lodging expenses incurred while on overnight field trips, conventions or conferences, and other school business approved by the administration. Registration fees for such conferences and conventions shall also be reimbursed except Association related business.
3. The Board shall reimburse the maximum rate allowable by the IRS on July 1 of each contract year for mileage incurred in the use of personal vehicles for assigned travel between varying work sites. Travel to the first assigned site and from the last assigned site is not reimbursed. The rate shall remain the same for the entire fiscal year.

## **SECTION H - SUPPLEMENTAL PAY**

1. The Board and Association agree that the extracurricular activities listed in Appendix B are official school-sponsored activities covered by school insurance.
2. Employee participation in extracurricular activities which extend beyond the regularly scheduled in-school day shall be compensated according to the rate of pay or other stipulations in Appendix B which is attached hereto and made a part thereof.
3. Schedule B positions paid on a dollar per hour basis will be increased each year by the same percentage that the BA Base is increased.

## **SECTION I - EXTRA REGULAR ASSIGNMENT**

Classroom teachers in grades 7-12 may be assigned a regular class or study hall in lieu of a planning period. If this should be necessary, the employee in grades 7-8 shall be reimbursed at a rate of sixteen (16) percent of their nine (9) month base salary and employees in grades 9-12 shall be reimbursed at a rate of twenty-five (25) percent of their nine (9) month base salary.

## **ARTICLE X INSURANCE**

### **SECTION A - COST**

1. The total cost of disability income protection shall be paid by all full-time employees aged 70 years or younger through payroll deduction. Benefits are reduced for employees over age 65. See insurance policy.
2. Cafeteria Plan – All employees covered by this agreement with a FTE of 1.0 will be eligible to select medical and dental insurance through the district's group cafeteria plan. Employees may choose single or family coverage and between two health insurance options. There may be a mix in coverage between medical and dental but at least single medical and single dental coverage must be selected. Fifty thousand dollars of life insurance coverage must also be selected.
3. The district will provide each 1.0 FTE employee with the sum of five hundred fifty dollars (\$550.00) per month for use by the employee in paying for items within the cafeteria plan. Employees that select coverages and options costing less than the district contribution shall have the option of receiving the balance in cash less FICA and IPERS. Employees may pay premiums above the Board provided amount with regular payroll deductions or with salary reduction dollars in accordance with IRS regulations. They may also pay additional medical expenses and establish a dependent care spending account with salary reduction dollars in accordance with IRS regulations.

### **SECTION B - COVERAGE**

Full-time employees shall have twelve (12) months insurance coverage from the first day of the month following the beginning of their contract, until the last day of the month in which their contract ends.

### **SECTION C - SELECTION OF CARRIERS AND PROGRAMS**

All insurance carriers shall be selected by the Board. Whenever a change of insurance carrier is deemed necessary, the Board will notify the Association regarding the contemplated change of carrier. In selecting a new insurance carrier, the Board may consider any recommendations made by the Association regarding such selection. If a change in carrier is made there shall be no reduction in benefits to the employee(s).

### **SECTION D - PART - TIME EMPLOYEES**

Part-time employees shall receive a pro-rata share of the cafeteria plan and may purchase insurance coverage subject to terms of the insurance carrier regarding eligibility.



## **ARTICLE XI DUES DEDUCTION**

### **SECTION A - AUTHORIZATION**

A member's dues may be checked off only upon the member's written request, and the member may terminate the dues check off at any time, giving thirty (30) days written notice to the Board and the Association. The Association will be responsible to provide the district office with signed authorization requests at least two (2) weeks prior to the September pay day for the contract year covered by this Agreement, except that a new employee hired during the school year shall have one (1) calendar month from the date of beginning duties to authorize deductions.

### **SECTION B - DEDUCTION**

Pursuant to the deduction authorization, the Board shall deduct one-twelfth (1/12) of total dues from the regular salary check of the employee each month for twelve (12) months, beginning with the employee's first monthly payment for the contract year covered by this Agreement. The Board shall transmit to the Association the total monthly deductions for professional dues within fourteen (14) days following each pay period.

### **SECTION C - OTHER DEDUCTIONS**

1. Upon appropriate written authorization, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, negotiated insurance, credit union, and such other items as required by law. Such written authorization is for original purchase, transfer, or alteration and in accordance with law and must be submitted to the Board prior to the established payroll cut-off date.
2. Cancellation may occur at any time.

### **SECTION D - INDEMNIFICATION**

The Association agrees to indemnify and hold harmless, the Board, each individual Board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions in the contract between the parties for dues deductions. This indemnification in no way negates the provisions stated in Section A, B, and C above.

## **ARTICLE XII FINALITY AND EFFECT OF CONTRACT**

### **SECTION A**

This contract supersedes and cancels all previous agreements and practices between the school district and the Association or any employee, unless expressly stated to the contrary herein. This constitutes the entire contract between the parties, and concludes collective bargaining for its term.

### **SECTION B**

1. The parties acknowledge that during the negotiations which resulted in the contract, each had the unlimited right and the opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the

understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this contract. Therefore, the school district and the Association, for the life of this contract, each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate over any matter during the term of this contract, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this contract, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this contract.

2. In the event the Association and Board jointly determine a need to negotiate over any matter that relates to this contract during the term of this contract, the superintendent and one designee for the Board and the Association president and the current chief negotiator for the Association shall negotiate the matter. Ratification will be by the Association and the Board.

#### **SECTION C**

Negotiations for the subsequent contract may begin before the expiration of this contract.

#### **SECTION D**

If during the life of this contract the West Delaware County Community School District receives monies specifically for enhancement of salaries, negotiations shall be opened to determine how this money will be distributed, unless the monies are allotted with a mandate as to distribution.

### **ARTICLE XIII**

#### **ADVANCE PAY OPTION (NEW EMPLOYEES ONLY)**

Employees new to the West Delaware District on a regular contract (Article IV Section A) may request to be paid at the end of the completion of the first two weeks of work. The request must be made within the first week of employment. The remaining contract will be divided in twelve (12) equal installments.

### **ARTICLE XIV**

#### **HEALTH PROVISIONS**

##### **SECTION A - PHYSICAL EXAMINATION - NEW EMPLOYEE**

A physical examination is required of all new employees. Physical examinations shall be completed no later than the third (3rd) week of school and will include a tuberculin test. The Board will pay up to Eighty dollars (\$80.00) of the cost of the physical.

##### **SECTION B - PHYSICAL EXAMINATION - CONTINUING EMPLOYEES**

Each employee shall be required by law to have a physical examination and tuberculin test every three (3) years. Employee shall submit a doctor's statement for any portion of the physical not covered by insurance. The Board will pay the difference up to Eighty dollars (\$80.00) for the cost of the physical examination to the employee upon receiving the insurance company explanation of benefits form.

**ARTICLE XV**  
**COMPLIANCE CLAUSES AND DURATION**

**SECTION A - INDIVIDUAL CONTRACTS**

Any individual contract between the Board and an individual employee, hereafter executed, shall be subject to and consistent with the terms and conditions of this contract.

**SECTION B - SEPARABILITY**

Should any article, section, or clause of this contract be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this contract to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

**SECTION C - PRINTING AGREEMENT**

The Board and the Association shall agree upon the format and number of copies of the contract to be printed. The cost shall be pro-rated as to the number of copies required by each party. Copies shall be provided each employee; however, the expense of copies for the employees shall be shared equally between the Board and the Association.

**SECTION D - NOTICES**

Whenever any notice is required to be given by either of the parties to this contract to the other, pursuant to the provisions of this contract, either party shall do so by letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Association to Board at: 601 New Street, Manchester, IA 52057.
2. If by Board to Association: to the President

**SECTION E - DURATION PERIOD**

This contract shall be effective *July 1, 2005* and shall continue in effect until *June 30, 2007*.

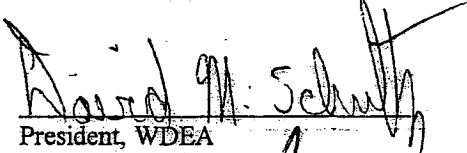
**SECTION F**

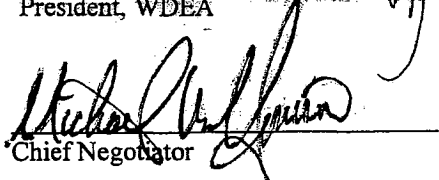
Amounts allocated for the Phase I and Phase II schedules will be incorporated into the regular salary schedule if state law or rule changes incorporates these funds into the regular program funds.

SECTION H - SIGNATURES

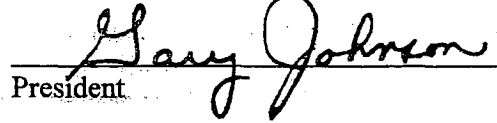
In witness whereof the parties hereto have caused this contract to be signed by their respective presidents, attested by their chief negotiators, and their signatures placed thereon, all on the 18th day of August, 2005.


West Delaware Education Association

  
President, WDEA

  
Chief Negotiator

West Delaware County Community School  
District

  
President

  
Chief Negotiator

**WEST DELAWARE COUNTY COMMUNITY SCHOOL DISTRICT  
GRIEVANCE FORM  
APPENDIX C**

# \_\_\_\_\_

**Date Filed**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supervisor  
Building  
Aggrieved Person

Distribution of Form

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent
5. Board Secretary

---

**LEVEL ONE**

Date incident occurred \_\_\_\_\_

Date(s) and time(s) employee discussed incident with supervisor.

\_\_\_\_\_

---

**LEVEL TWO**

A. Section(s) of Contract violated \_\_\_\_\_

B. Statement of Grievance\* \_\_\_\_\_

C. Relief Sought\* \_\_\_\_\_

\_\_\_\_\_  
Signature of Aggrieved Person

\_\_\_\_\_  
Date

D. Disposition by Principal or Immediate Supervisor

\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal or  
Immediate Supervisor

\_\_\_\_\_  
Date

---

**LEVEL THREE**

A. \_\_\_\_\_  
Signature of Aggrieved Person \_\_\_\_\_  
Date Received  
By Superintendent

B. Disposition by Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent  
or Designee \_\_\_\_\_  
Date

---

**LEVEL FOUR**

A. \_\_\_\_\_  
Signature of Aggrieved Person \_\_\_\_\_  
Signature of Association  
President

\_\_\_\_\_  
Signature of Board Secretary

B. \_\_\_\_\_  
Date Submitted to Arbitration \_\_\_\_\_  
Date Received  
By Arbitrator

C. Disposition and Award of Arbitrator\* \_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator \_\_\_\_\_  
Date of Decision

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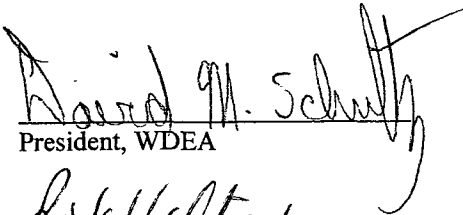
## TIME LINES

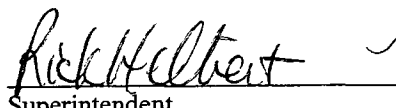
I. Incident	_____	
Talked to supervisor	_____	5 working days
Notify supervisor intent to grieve	_____	5 working days
II. File grievance in writing	_____	5 working days
Supervisor disposition	_____	5 working days
III. File grievance to Superintendent	_____	10 working days
Superintendent meets with grievant	_____	10 working days
Disposition by Superintendent	_____	5 working days
IV. Association meets & files Board Sec.	_____	15 working days
Agree on arbitrator	_____	15 working days
Request list from PERB	_____	
Remove 1st name	_____	10 working days
Remove 2nd name	_____	1 working day
Submit info to arbitrator	_____	5 working days
After close of hearings, arbit. deposition	_____	15 working days

\* If additional space is needed, attach additional sheets.

## 2005-2006 PHASE II AGREEMENT

1. Payment of Phase II monies will be based upon an employee's step and lane as of September 15, 2005.
2. Payments to employees will be made in two installments, the first being paid in December and the second paid in July. The payment will be included on the regular payroll check.
3. FICA and IPERS will be withheld from the employee's check with the employer making its contribution at that time.
4. Employees will be deducted 1/195 of their Phase II allocation for each day of service not performed if the absence is not authorized by the Board or the leave policy in effect.
5. If a teacher is lawfully discharged or released by mutual agreement before the completion of contract, final settlement shall be made so the total amount received shall be an amount equal to the product of the number of days of service and the amount considered as pay for one day of service.
6. If less than full funding is received from the State of Iowa for Phase II funding the Association agrees to a proportional reduction in individual allocations. Any additional funding will be renegotiated.
7. Payments received under Phase II will have no effect on worker's compensation or long term disability insurance.
8. Any unpaid balance will roll over to the following year to be added to that year's allocation.
9. The district will make corrections in Phase II payment amounts as needed to correct for changes in amounts received, deductions, staff changes, state rules, revisions, or errors. Overpayment will be deducted from the employee's next Phase II check.
10. Amounts allocated for the Phase II schedule will be incorporated into the regular salary schedule if state rule changes incorporate these funds into the regular program allotment.

  
President, WDEA

  
Superintendent

8/15/05  
Date

08.15.05  
Date



# 2005/2006 SALARY SCHEDULE -- APPENDIX A

Steps	BA	BA12	BA24	BA36/MA	MA15	MA30SP	MA45SP
0	23710.00 (1.00)	24895.50 (1.05)	26081.00 (1.10)	27266.50 (1.15)	28452.00 (1.20)	29637.50 (1.25)	30823.00 (1.30)
1	24658.40 (1.04)	25843.90 (1.09)	27029.40 (1.14)	28214.90 (1.19)	29400.40 (1.24)	30585.90 (1.29)	31771.40 (1.34)
2	25606.80 (1.08)	26792.30 (1.13)	27977.80 (1.18)	29163.30 (1.23)	30348.80 (1.28)	31534.30 (1.33)	32719.80 (1.38)
3	26555.20 (1.12)	27740.70 (1.17)	28926.20 (1.22)	30111.70 (1.27)	31297.20 (1.32)	32482.70 (1.37)	33668.20 (1.42)
4	27503.60 (1.16)	28689.10 (1.21)	29874.60 (1.26)	31060.10 (1.31)	32245.60 (1.36)	33431.10 (1.41)	34616.60 (1.46)
5	28452.00 (1.20)	29637.50 (1.25)	30823.00 (1.30)	32008.50 (1.35)	33194.00 (1.40)	34379.50 (1.45)	35565.00 (1.50)
6	29400.40 (1.24)	30585.90 (1.29)	31771.40 (1.34)	32956.90 (1.39)	34142.40 (1.44)	35327.90 (1.49)	36513.40 (1.54)
7	30348.80 (1.28)	31534.30 (1.33)	32719.80 (1.38)	33905.30 (1.43)	35090.80 (1.48)	36276.30 (1.53)	37461.80 (1.58)
8	31297.20 (1.32)	32482.70 (1.37)	33668.20 (1.42)	34853.70 (1.47)	36039.20 (1.52)	37224.70 (1.57)	38410.20 (1.62)
9	32245.60 (1.36)	33431.10 (1.41)	34616.60 (1.46)	35802.10 (1.51)	36987.60 (1.56)	38173.10 (1.61)	39358.60 (1.66)
10	33194.00 (1.40)	34379.50 (1.45)	35565.00 (1.50)	36750.50 (1.55)	37936.00 (1.60)	39121.50 (1.65)	40307.00 (1.70)
11	34142.40 (1.44)	35327.90 (1.49)	36513.40 (1.54)	37698.90 (1.59)	38884.40 (1.64)	40069.90 (1.69)	41255.40 (1.74)
12	35090.80 (1.48)	36276.30 (1.53)	37461.80 (1.58)	38647.30 (1.63)	39832.80 (1.68)	41018.30 (1.73)	42203.80 (1.78)
13	35740.80 +650	36926.30 +650	38410.20 (1.62)	39595.70 (1.67)	40781.20 (1.72)	41966.70 (1.77)	43152.20 (1.82)
14	36390.80 +650	37576.30 +650	39060.20 +650	40544.10 (1.71)	41729.60 (1.76)	42915.10 (1.81)	44100.60 (1.86)
15	37040.80 +650	38226.30 +650	39710.20 +650	41194.10 +650	42379.60 +650	43565.10 +650	44750.60 +650
16		38876.30 +650	40360.20 +650	41844.10 +650	43029.60 +650	44215.10 +650	45400.60 +650
17		39526.30 +650	41010.20 +650	42494.10 +650	43679.60 +650	44865.10 +650	46050.60 +650
18		39526.30 +650	41660.20 +650	43144.10 +650	44329.60 +650	45515.10 +650	46700.60 +650
19		39526.30 +650	41660.20 +650	43794.10 +650	44979.60 +650	46165.10 +650	47350.60 +650
20		40176.30 +650	42310.20 +650	44444.10 +650	45629.60 +650	46815.10 +650	48000.60 +650
21		40426.30 +250	42560.20 +250	44694.10 +250	45879.60 +250	47065.10 +250	48250.60 +250
22		40676.30 +250	42810.20 +250	44944.10 +250	46129.60 +250	47315.10 +250	48500.60 +250
23		40926.30	43060.20	45194.10	46379.60	47565.10	48750.60
24		41176.30	43310.20	45444.10	46629.60	47815.10	49000.60
25		41826.30 +650	43960.20 +650	46094.10 +650	47279.60 +650	48465.10 +650	49650.60 +650

Nurse's Salary Schedule - RN: .90 x BS + Years experience as school nurse.  
BS: 1.00 x BS + Years experience as school nurse.

SUPPLEMENTAL SALARY SCHEDULE  
APPENDIX B

Supplemental contracts are determined by the years of BA lane experience for a given percent. Experience is limited to the BA lane, step 15.

Activity	Percent	Activity	Percent
<b>Baseball</b>		<b>Softball Summer</b>	
Head Varsity (1)	11	Head Varsity (1)	11
Assistant Varsity (3)	8	Assistant Varsity (3)	8
<b>Basketball</b>		<b>Track</b>	
Head Varsity (2)	11	Head Varsity (2)	11
Assistant Varsity (6)	8	Assistant Varsity (4)	8
Head 7th (1)	5	Head 7th (1) & 8th (1)	5
Head 8th (1)	5	Assistant 7th & 8th (2)	4
Assistant 7 <sup>th</sup> & 8th (4)	4		
		<b>Volleyball</b>	
<b>Cross-Country</b>		Head Varsity (1)	11
Head Varsity (2)	8	Assistant Varsity (3)	8
Assistant Varsity (1)	5	Head 7th (1) & 8th (1)	5
Head MS Boys & Girls (1)	5	Assistant 7th & 8th (2)	4
<b>Football</b>		<b>Wrestling</b>	
Head Varsity (1)	11	Head Varsity (1)	11
Assistant Varsity (6)	8	Assistant Varsity (2)	8
Head 7th (1)	6	Head Middle School (2)	8 ①
Head 8th (1)	6	Assistant MS (0)	6 ①
Assistant 7 <sup>th</sup> (1)	4		
Assistant 7 & 8th (1)	4	<b>Weight Room</b>	
Assistant 8 <sup>th</sup> (1)	4	Supervisor (4)	11
<b>Golf</b>		<b>Cheerleaders</b>	
Head Varsity (2)	8	HS - Football (1)	4
Assistant (1)	5	HS - Wrestling (1)	4
		HS - Basketball (1)	4
<b>MS Pitchers &amp; Catchers</b>		<b>Soccer</b>	
Clinician (2 @ .5=1)	4	Head Varsity (2)	11
<b>MS Intramural</b>			
Coach (2)	4		

Side Letter To - West Delaware Board of Education and West Delaware Education Association 1992-1993 Negotiations.

① Schedule B In order to develop better consistency in the Middle School coaching salary schedule, if and when the present wrestling coaches are replaced the schedules shall read: Head Middle School @ 5% and Assistant Middle School @ 4% for new hires.

SUPPLEMENTAL SALARY SCHEDULE  
APPENDIX B

Supplemental contracts are determined by the years of BA lane experience for a given percent. Experience is limited to the BA lane, step 15.

Activity	Percent	Activity	Percent
<b>Band</b>		<b>FFA</b>	
Head High School (1)	11	Advisor	6
Assistant High School (1)	6		
Middle School (1)	5	<b>Junior Class</b>	
Elementary/M.S. (1)	5	Prom Sponsor (1)	3
Summer 2005 -		Head Concession Sponsor (1)	5
Band @ \$16.27/hr.		Assistant Concessions (1)	3
<b>Drama</b>		<b>Middle School</b>	
Fall Director (1 @ 5.5)	11	Concessions	3
Spring Director (1 @ 5.5)			
Fall Assistant Director (1@3)	6	<b>YADC</b>	
Spring Assistant Director (1@3)		Coordinator	2
Costume @ \$7.44/hr.			
Production @ \$7.44/hr.		<b>Special Olympics</b>	
		Coordinator (1)	3
		Coach (1)	2
<b>Vocal Music</b>			
Head HS (1)	11		
Assistant HS (0)	6	<b>Elementary</b>	
Middle School (1)	5	Behavior Bash Coordinator (1)	.5
Elementary (1)	3	Art Show Coordinator (1)	.5
<b>Annual</b>		<b>Outdoor Ed.</b>	
High School (1)	6	Outdoor Ed. Coordinator (1)	1
M.S. Yearbook (2@.5=1)	4	Outdoor Ed. Overnight Staff	\$69.00
<b>Inklings</b>		<b>Curriculum/Extra Duty Rate*</b>	
Sponsor (1)	4	(BA step 0 / 195 / 8)	
Assistant Sponsor (0)	2	2005-2006 \$15.20/hr.	
		* Unless released time is provided	
<b>Speech</b>			
Director (1)	11	<b>Summer School Instruction</b>	
Assistant Director	6	(BA step 0 / 195 / 8)	
(3 @ .75 & 2 @ .5)		2005-06 - \$15.20/hr.	
<b>Driver Education</b>			
Summer Program Coordinator (1)	1		
Instructors (4)			
2005-06 - \$20.00/hr.			
2006-07 - \$21.00/hr.			

**ARTICLE VIII**  
**SECTION B.3.**

**LETTER OF UNDERSTANDING**  
**RE: LEAVE POOL**

- a. An employee may designate by January 31st that up to one day of their personal days (in 1/2 day increments) be deposited in an Illness in Family & Family Emergency Leave Pool (Family means: spouse, child, step-child, parent or self).

An employee may designate by June 1st that up to one day of their personal days (in 1/2 day increments) be deposited in an Illness in Family & Family Emergency Leave Pool (Family means: spouse, child, step-child, parent or self).

Employees may designate both days be put in the pool in lieu of receiving substitute teacher pay for the second day.

- b. Employees may request in writing to the Superintendent use of the "Pool" days. Employees must have exhausted all of their available leave days under Article VIII. Employees need not have contributed to the "Pool" in paragraph "a" above in order to draw from the "Pool". A committee consisting of two individuals selected by the WDEA, an administrator and the Superintendent will review the request. The Superintendent will make a final decision. The decision may grant all, part or none of the days requested. The decision of the Superintendent is non-grievable.
- c. It is the intent of this pool to cover situations that are of rare occurrence or of unusual severity on the employee. For example: a new or fairly new employee who has not had the opportunity to accumulate many sick leave days becomes severely injured or an employee's spouse is severely injured or terminally ill with a lingering illness.
- d. This leave pool is experimental in nature and if either party requests a meeting to consider mutual agreement to changes for the second year of the Master agreement, the other party will honor the request.
- e. This leave pool shall continue until exhausted or until terminated by the parties.

Dated this 1st day of July, 2000.

**EDUCATION ASSOCIATION**

Originally signed by:

Dave Schultz  
President

Mike Morrison  
Chief Negotiator

**BOARD OF EDUCATION**

Jack Young  
President

Don Hoskins  
Chief Negotiator

**WEST DELAWARE COUNTY COMMUNITY SCHOOL DISTRICT**

**PAYROLL ADVANCE FORM**

I request an advance of two weeks of my salary upon completion of the first two weeks of work.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**ARTICLE IX**  
**SECTION D(2)(b)**

**LETTER OF UNDERSTANDING**

The term "classification" as used in Article IX, Section D(2)(b) means the actual work assignment of the employee.

For example, if a Russian language instructor is determined to be a difficult to fill position and a new hire is placed above a current Russian language instructor, the current employee would be moved to the same salary level as the new hire (but other language instructor such as English and Spanish would not be moved to the same salary level as the new hire).

Employees who have the certification to teach in a difficult to fill position but who actually teach a different assignment are not considered to be in the same classification.

Dated this 30<sup>th</sup> day of April, 2004.

West Delaware Education  
Association

By: Mike Morrison, Chief Negotiator

West Delaware County Community  
School District

By: Rick Hilbert, Superintendent

**LETTER OF UNDERSTANDING  
BETWEEN  
THE WEST DELAWARE COUNTY COMMUNITY SCHOOL DISTRICT  
AND  
THE WEST DELAWARE EDUCATION ASSOCIATION  
JULY 15, 2005**

The District and the Association agree that the most accurate amount of funding for the District to receive under HF 816 Student Achievement and Teacher Quality Program, according to the Iowa Department of Education, is as follows:

\$30,168 for the cost of one additional professional development day

\$22,750.99 funding for Additional Compensation for Teacher Salaries and/or Professional Development

The District has set September 30, 2005 as the day for Professional Development activities in the District. There will be no classes that day. A day of instruction has been added on May 30, 2006.

The District and the Association agree to the following uses for Additional Compensation funds.

1. If the funds (\$30,168) allocated for the additional day of professional development do not cover the actual cost, these funds would be used to make up the difference. We anticipate that the funding will be adequate, but we will not know for sure until all bargaining unit positions are filled.
2. Any funds left over, or all funds if none are needed to fund the additional day shall be divided on a per teacher basis, with part-time teachers getting a proportionate share.

We agree that our staff members have worked diligently and professionally, including time outside the regular contract day, on District Initiatives that fit the definition of professional development in the areas of instruction and curriculum.

Dated this 15<sup>th</sup> day of July, 2005

West Delaware Education  
Association

By: Mike Morrison, Chief Negotiator

West Delaware County Community  
School District

By: Rick Hilbert, Superintendent